ERIE & JERSEY RAILROAD COMPANY

to

GUARANTY TRUST COMPANY OF NEW YORK

Trustee

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Six Per Cent. 50-Year Sinking Fund Gold Bonds

Supplement dated January 2, 1915,

to

First Mortgage dated June 29, 1905.

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Supplemental Indenture, dated the second day of January, the year one thousand nine hundred and fifteen, between

ERIE AND JERSEY RAILROAD COMPANY (hereinafter called "Railroad Company"), a corporation created by and existing under the laws of the State of New York, party of the first part, and

GUARANTY TRUST COMPANY OF NEW YORK (hereinafter called "Trustee"), a corporation created by and existing under the laws of the State of New York, as Successor Trustee under the First Mortgage of Erie and Jersey Railroad Company dated June 29, 1905, party of the second part.

WHEREAS, Under date of June 29, 1905, the Railroad Company did make, execute and deliver to The Standard Trust Company of New York, Trustee, a mortgage or deed of trust (herein termed "First Mortgage"), of all its railroad, property and franchises, to secure bonds of the Railroad Company issuable thereunder, bearing interest at the rate of four per cent. per annum, for an aggregate principal sum not exceeding $10,000,000, which said mortgage was duly recorded in the County of Orange, State of New York, on June 29, 1905; and from time to time since the execution of said mortgage there have been duly issued thereunder, and are outstanding, bonds (in temporary form) secured thereby for the aggregate principal sum of $7,400,000, there remaining unissued such bonds for the aggregate principal sum of $2,600,000; and

WHEREAS, For good and valuable considerations passing to the Railroad Company from the owner or owners of said outstanding bonds, the Railroad Company purposes hereby to increase from four per cent. to six per cent. the rate of interest

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bonds, equally and proportionately, in the same manner and to the full extent as are secured the said bonds in the form prescribed in said First Mortgage; and as though upon the date of said First Mortgage all such bonds in such amended form had been actually issued, sold and delivered to and in the hands of innocent holders for value—except that the said increase of interest shall begin to accrue on January 1, 1915.

ARTICLE ONE.

SECTION 1. The Railroad Company covenants that it will not issue any bonds under said First Mortgage in addition to the bonds for the aggregate principal amount of $7,400,000 now outstanding, and relinquishes its right under said First Mortgage to issue any such additional bonds, and the said First Mortgage is hereby amended accordingly; but this covenant shall not be deemed to affect the provisions of Section 5 or of Section 6 or of Section 7 of Article One of said First Mortgage, or the following provisions of this indenture in respect of the amendment of the outstanding temporary bonds or the exchange of such bonds for bonds in such amended form.

SEC. 2. The bonds evidencing the indebtedness secured by said First Mortgage shall be amended in form so that the coupon bonds and coupons, and the registered bonds without coupons, and the certificate of the Trustee endorsed on all such bonds, severally and respectively shall read as below set forth; *provided, however,* that such amendment shall be made only in case all bonds outstanding under and secured by said First Mortgage shall be or shall have been surrendered to the Trustee for such amendment as herein provided.

The coupon bonds shall be amended so as to read as follows—the number of each bond having been inserted in the blank therefor, viz.:

No..... $1,000.

UNITED STATES OF AMERICA.

ERIE AND JERSEY RAILROAD COMPANY

FIRST MORTGAGE

SIX PER CENT 50-YEAR SINKING FUND COUPON GOLD BOND.

KNOW ALL MEN BY THESE PRESENTS, That the Erie and Jersey Railroad Company, a corporation, hereinafter called the "Railroad Company," for value received, promises to pay to the bearer, or, if registered, to the registered holder of this bond, one thousand dollars in gold coin of the United States of America, on the first day of July, 1955, at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, N. Y. and to pay interest thereon at the rate of six per cent. per annum, semi-annually, at the said office or agency, in like gold coin, on the first day of January and the first day of July in each and every year until the payment of said principal sum, but only upon presentation and surrender, as severally they shall mature, of the coupons therefor annexed hereto; such United States gold coin in every case to be of the standard of weight and fineness as it existed July 1, 1905.

This bond is one of the Six Per Cent. 50-Year Sinking Fund Gold Bonds (coupon and registered) of the Railroad Company, for an aggregate principal sum not exceeding Seven Million Four Hundred Thousand Dollars at any one time outstanding, issued under and in pursuance of, and all equally secured by, a mortgage or deed of trust dated June 29, 1905, duly executed by Erie and Jersey Railroad Company to The Standard Trust Company of New York, as Trustee, (as amended by a supplemental indenture dated January 2, 1915, between Erie and Jersey Railroad Company and Guaranty Trust Company of New York, Successor Trustee) of the property and franchises mentioned in said mortgage or deed of trust, to which mortgage and supplement reference hereby is made for a description of the property and franchises mortgaged and pledged, the nature and extent of the security, and the rights of the holders of said bonds and of the Trustee and its successors in respect of such security; the officers, directors and stockholders of the Railroad Company being expressly exempted, relieved and absolved from any and all personal liability in respect of said bonds, all such liability being hereby expressly waived.

In case of certain defaults specified in said mortgage as amended as aforesaid, the principal of all bonds of this issue may be declared and may become due and payable in the manner and with the effect provided in said mortgage.

As provided in said supplemental indenture, the Railroad

Company will pay to the Trustee on or before April 1, 1916, and on or before April 1st of each year thereafter prior to the year 1955, as a Sinking Fund, the sum of twenty-five thousand dollars ($25,000) plus an amount equal to six per cent. of the principal amount of all bonds redeemed by operation of the Sinking Fund from April 1, 1916, to the date of each such annual payment; all such sums so paid to be applied to the redemption of bonds of this issue.

As provided in said supplemental indenture, this bond is subject to redemption by operation of the Sinking Fund on July 1, 1916, and on any July interest day thereafter, and also to redemption at the option of the Railroad Company on any semi-annual interest day, upon publication of notice thereof in two newspapers in the Borough of Manhattan, City of New York, once a week for four weeks, at one hundred and ten per cent. (110%) of the principal sum if such redemption be made prior to or on July 1, 1920, and at one hundred and fifteen per cent. (115%) of the principal sum if such redemption be made after such last-mentioned date; accrued interest to the date of any such redemption being payable upon presentation and surrender of the coupon therefor in accordance with the terms thereof.

This bond shall pass by delivery, unless it is registered in the owner's name at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York and such registration is noted on the bond. After such registration no transfer shall be valid unless made by the registered owner, in person or by attorney, and similarly noted on the bond, but this bond may be discharged from registry and its transferability by delivery be restored, by like transfer to bearer noted hereon, after which it may again from time to time be registered or made transferable to bearer as before. Any registration, however, shall not affect the negotiability of the coupons, which shall always be transferable by delivery.

As provided in said mortgage, and upon payment of the charge therein mentioned, the holder, also, at his option may surrender for cancellation this bond with the coupons for future interest thereon, in exchange for a registered bond, without coupons, which registered bond without coupons may in turn at the election of the transferee, be surrendered in exchange for a coupon bond.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of Guaranty Trust Company of New York, successor Trustee under said mortgage, or of its successor in the trust.

IN WITNESS WHEREOF, the Erie and Jersey Railroad Company has caused these presents to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, and to be attested by its Secretary or an Assistant Secretary, and coupons for such interest, with the engraved

fac-simile signature of its Treasurer, to be attached hereto. Dated the first day of July, 1905.

ERIE AND JERSEY RAILROAD COMPANY,
By

[L. S.] President.
Attest:

Secretary.

The coupons attached to said coupon bonds shall be amended so as to read as follows—the number and date of maturity of each coupon, and the number of the bond to which it appertains, respectively, having been inserted in the respective blanks therefor:

No..... $30.

On the first day of Erie and Jersey Railroad Company will pay to bearer, at its office or agency in the City of New York, N. Y., Thirty Dollars, United States Gold Coin of the standard existing July 1, 1905, being six months' interest then due on its Six Per Cent. 50-Year Sinking Fund Gold Bond, No. , unless such bond shall have been called for previous redemption.

Treasurer.

The registered bonds without coupons shall be amended so as to read as follows—the number, the principal sum, the name of the payee and the date of each such bond having been inserted in the respective blanks therefor:

No..... $.....

UNITED STATES OF AMERICA.

ERIE AND JERSEY RAILROAD COMPANY

FIRST MORTGAGE

SIX PER CENT. 50-YEAR SINKING FUND REGISTERED GOLD BOND.

KNOW ALL MEN BY THESE PRESENTS, That the Erie and Jersey Railroad Company, a corporation, hereinafter called the "Railroad Company," for value received, promises to pay to or registered assigns, dollars, in the gold coin of the United States of America, on the first day of July, 1955, at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, N. Y., and to pay interest thereon from the first day of July or the first day of January, as the case may be, next preceding the date hereof (unless the bond be

dated January 1 or July 1, and in that event from the date hereof), at the rate of six per cent. per annum, semi-annually, at said office or agency, in like gold coin, on the first day of January and the first day of July in each and every year until the payment of said principal sum; such United States gold coin in every case to be of the standard of weight and fineness as it existed July 1, 1905.

This bond is one of the Six Per Cent. 50-Year Sinking Fund Gold Bonds (coupon and registered) of the Railroad Company for an aggregate principal sum not exceeding Seven Million Four Hundred Thousand Dollars at any one time outstanding, issued under and in pursuance of, and all equally secured by, a mortgage or deed of trust dated June 29, 1905, duly executed by Erie and Jersey Railroad Company to The Standard Trust Company of New York, as Trustee (as amended by a supplemental indenture dated January 2, 1915, between Erie and Jersey Railroad Company and Guaranty Trust Company of New York, Successor Trustee), of the property and franchises mentioned in said mortgage or deed of trust, to which mortgage and supplement reference hereby is made for a description of the property and franchises mortgaged and pledged, the nature and extent of the security, and the rights of the holders of said bonds and of the Trustee and its successors in respect of such security; the officers, directors and stockholders of the Railroad Company being expressly exempted, relieved and absolved from any and all personal liability in respect of said bonds, all such liability being hereby expressly waived.

In case of certain defaults specified in said mortgage as amended as aforesaid, the principal of all bonds of this issue may be declared and may become due and payable in the manner and with the effect provided in said mortgage.

As provided in said supplemental indenture, the Railroad Company will pay to the Trustee on or before April 1, 1916, and on or before April 1st of each year thereafter prior to the year 1955, as a Sinking Fund, the sum of twenty-five thousand dollars ($25,000) plus an amount equal to six per cent. of the principal amount of all bonds redeemed by operation of the Sinking Fund from April 1, 1916, to the date of each such annual payment; all such sums so paid to be applied to the redemption of bonds of this issue.

As provided in said supplemental indenture, this bond is subject to redemption by operation of the Sinking Fund on July 1, 1916, and on any July interest day thereafter, and also to redemption at the option of the Railroad Company on any semi-annual interest day, upon publication of notice thereof in two newspapers in the Borough of Manhattan, City of New York, once a week for four weeks, at one hundred and ten per cent. (110%) of the principal sum if such redemption be made prior to or on July 1, 1920, and at one hundred and fifteen per cent. (115%) of the principal sum if such re-

demption be made after such last-mentioned date; accrued interest to the date of any such redemption being payable as herein covenanted.

This bond is transferable by the registered holder hereof, in person or by attorney duly authorized, at the office or agency of the Railroad Company in the Borough of Manhattan, City of New York, upon surrender and cancellation of this bond; and thereupon a new registered bond will be issued to the transferee in exchange therefor, as provided in said mortgage, and on payment of the charge therein provided for. This bond, also, in the manner prescribed in said mortgage, and upon payment of the charge therein provided for, is exchangeable for coupon bonds for the same aggregate principal sum, bearing all unmatured coupons. Any such coupon bonds, bearing all unmatured coupons, in like manner, and upon payment of the charge provided for in said mortgage, may in turn be exchanged for a registered bond or bonds without coupons for the same aggregate principal amount.

This bond shall not become obligatory for any purpose until it shall have been authenticated by the certificate, hereon endorsed, of Guaranty Trust Company of New York, Successor Trustee under said mortgage, or of its successor in the trust.

In witness whereof, the Erie and Jersey Railroad Company has caused these presents to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed, and to be attested by its Secretary or an Assistant Secretary.

Dated the day of 19

Erie and Jersey Railroad Company,

By

(L. S.) President.

Attest:

Secretary.

The certificate endorsed upon said coupon bonds, and said registered bonds without coupons, and to be executed by the Trustee under said First Mortgage, shall be amended so as to read as follows:

This bond is one of the bonds described in the within-mentioned supplemental indenture dated January 2, 1915, in terms amending the within-mentioned mortgage dated June 29, 1905.

Guaranty Trust Company of New York,
Trustee,

By

SEC. 3. At any time after the execution of this indenture, and without further corporate action on the part of the Railroad Company, bonds secured by said First Mortgage, in the amended form hereinabove set forth (either temporary or engraved) may be issued upon surrender of and in exchange for the temporary bonds for the aggregate principal sum of $7,400,000 now outstanding under said First Mortgage, in accordance with the provisions of Section 7 of Article One of said First Mortgage; *provided, however,* that all of such temporary bonds as an entirety shall be surrendered for such exchange.

ARTICLE TWO.

SECTION 1. Any and all of the bonds secured by said First Mortgage at any time outstanding may be redeemed on any interest day until and including July 1, 1920, at 110% of the principal sum, or on any interest day subsequent to said date and prior to maturity, at 115% of the principal sum, the interest on the bonds so redeemed accrued at the date of redemption being also paid in either case. Such redemption may be made on July 1, 1916, or on July 1st of any year thereafter, by operation of the Sinking Fund, or on any semi-annual interest day at the option of the Company, all as provided in this Article Two. In every case when any such redemption interest day shall be a legal holiday, payment of the principal, premium and interest due on the bonds called for redemption on such day may be made on the next succeeding day not a legal holiday, with the same force and effect as if made on the nominal interest day.

SEC. 2. On or before the first day of April, 1916, and on or before the first day of April in each year thereafter prior to 1955, until all of the bonds secured by said First Mortgage shall have been paid and cancelled as provided in this Article or

otherwise, the Railroad Company will pay to the Trustee, as and for a Sinking Fund for the retirement of bonds secured by said First Mortgage as hereinbelow provided the sum of twenty-five thousand dollars ($25,000), plus an amount equal to six per cent. (6%) of the aggregate principal amount of all bonds redeemed by operation of the Sinking Fund from April 1, 1916, to the date of each such annual payment respectively.

The Trustee, and the successor of the Trustee, from time to time, shall be, and hereby is appointed, the custodian of the Sinking Fund hereunder.

The moneys received by the Trustee for the Sinking Fund as aforesaid, and also the amounts allowed by the Trustee as interest upon moneys belonging to the Sinking Fund while such moneys are held by the Trustee, shall be applied by the Trustee to the redemption of bonds secured by said First Mortgage in the manner in this Section 2 below provided.

All bonds so redeemed shall be cancelled by the Trustee, and shall not again be issued.

(*a*) In the month of April of each year in which a Sinking Fund instalment shall be received by the Trustee as above provided, the Trustee shall publish in two newspapers of general circulation in the Borough of Manhattan, City of New York, once in each week for four successive weeks, a notice that it will redeem through the Sinking Fund, to the extent of the Sinking Fund moneys in its hands, bonds secured by said First Mortgage then outstanding, at the lowest price at which such bonds (including interest accrued thereon), on or before the fifteenth day of May, next ensuing after such publication, shall be offered to the Trustee, not exceeding 110 per cent. of the face value of principal thereof if such notice be published prior to or in the year 1920, and not exceeding 115 per cent. of such face value of principal if such notice be published in any year later than 1920; and thereupon the Trustee shall apply the Sinking Fund moneys then in its hands to the redemption of bonds (including all unpaid coupons and unmatured interest obligations) tendered to it as aforesaid, at not exceed-

ing the rate specified as above provided in such notice, giving preference to the bonds which shall be offered at the lowest price. In case bonds shall be offered by two or more holders at the same price, to an amount in the aggregate exceeding the Sinking Fund moneys applicable thereto, acceptance of such offers shall be made by the Trustee in the order of the date of the reception by it of such offers; and if such equal offers of two or more bondholders be received by the Trustee at the same time, then each offer shall be accepted to an amount (as near as may be) which shall bear to such offer substantially the same proportion as such Sinking Fund moneys applicable to the acceptance of such equal offers shall bear to the aggregate of such simultaneous equal offers. Each offer of more than $1,000 principal amount of bonds shall be made subject to acceptance of the same only in part, in case the aggregate of the offers shall exceed the amount of moneys available for the redemption of the bonds offered. The Railroad Company itself shall be entitled to tender as aforesaid any bonds that it shall hold.

(*b*) If, on or prior to the fifteenth day of May next ensuing after receipt of such Sinking Fund instalment, the Trustee shall not upon the terms above indicated have redeemed upon tenders as aforesaid such bonds to an amount sufficient to exhaust such moneys, then such moneys or any remaining portion thereof in excess of ten thousand dollars (or any such remaining amount less than $10,000 if requested so to do by the Railroad Company) shall be applied, as next hereinafter provided, to the redemption through the Sinking Fund, on the July interest day next ensuing after said fifteenth day of May, of said bonds (excluding coupons and interest obligations maturing prior to and on such interest day but including coupons and interest obligations thereafter maturing) at the rate of 110 per cent of the face value of principal thereof, if such interest day be prior to or be July 1, 1920, or at the rate of 115 per cent, of such face value of principal if such interest day be subsequent to said date.

The Trustee shall draw by lot, referring to the serial numbers

thereof, such amount of the outstanding bonds as in the opinion of the Trustee such moneys so held by the Trustee shall suffice to redeem at the rate aforesaid.

After such drawing, the numbers of all bonds so designated by lot shall be published by and in the name of the Railroad Company, as directed by the Trustee, once in each week (beginning on any day of the week) for four successive weeks, in the calendar month next preceding the date of such redemption, in two newspapers of general circulation in the Borough of Manhattan, City of New York, New York, with a notice that upon surrender to the Trustee of such bonds with all coupons and interest obligations maturing after the next ensuing interest date, the principal sum of such bond and the premium then payable as above specified, will be paid upon such next ensuing interest date.

Upon publication of such notice as aforesaid, the amount of the principal and premium of the bonds so designated shall be payable on the date and at the place in such notice so stated.

Payment of the sum payable for principal and premium of each coupon bond drawn and called for redemption through the Sinking Fund, shall be made to the bearer of such bond upon surrender of such bond and of all coupons for interest thereon maturing subsequently to the date of redemption designated in such notice, and payment of the sum payable for principal and premium of each registered bond drawn and called for such redemption shall be made to the registered holder of such bond, upon surrender thereof duly endorsed for transfer.

The coupon or claim for interest upon any bond drawn and called for such redemption, maturing on or prior to the date fixed for such redemption, shall be payable by the Railroad Company in accordance with the provisions in that respect in said bonds and coupons contained.

After such date so designated, no interest shall accrue or shall be payable upon or in respect of any bond so designated and called, nor shall any coupon representing any such subsequently accruing interest be of any force or effect.

SEC. 3. The Railroad Company, at its option, also may redeem all bonds issued hereunder and outstanding, or any amount of such bonds less than the whole amount but not less than bonds aggregating $50,000 face value of principal, on July 1, 1920, or on any interest day prior to such date, at 110 per cent. of the face value of principal thereof, or on any interest day subsequent to said date and prior to maturity, at 115 per cent. of such face value of principal, and in either case upon payment also of the then accrued interest.

In case the Railroad Company shall elect so to redeem less than the entire amount of the bonds outstanding, it shall, not less than two months prior to the interest day fixed for the redemption of said bonds, give to the Trustee notice in writing of its intention on such interest day to redeem such bonds to an amount specified in such writing. Thereupon the Trustee shall designate by lot as hereinbefore provided with respect to the drawing by lot of bonds to be redeemed through the Sinking Fund, the serial numbers of the bonds so to be redeemed.

In either case, the Railroad Company shall publish, once in each week for four successive weeks, in the calendar month next preceding the date fixed for such redemption, in two newspapers of general circulation in the Borough of Manhattan, City of New York, a notice which shall state the aggregate principal sum of the bonds called for such redemption (specifying, if less than all of the outstanding bonds be so called, the serial numbers of such bonds designated by lot as hereinabove provided), and the interest date fixed for such redemption, and shall recite in substance that upon surrender to the Railroad Company at a designated place in the Borough of Manhattan, City of New York, of each and every of the bonds called for redemption as aforesaid, together with all unpaid coupons thereto appertaining, the principal sum of all such bonds, and the premium then payable as above specified, will be paid upon the interest date named in

such notice, together with the interest accrued on such bonds on such interest date.

Upon publication of such notice as aforesaid, the bonds so called for redemption shall be payable on the date, at the place and at the rate in such notice so stated.

After such date so designated, no interest shall accrue or shall be payable upon or in respect of any such bond called for redemption as aforesaid, nor shall any coupon representing any such subsequently accruing interest be of any force or effect unless upon presentation thereof as herein provided payment of the amount payable as aforesaid on such bond be refused; but at any time after such designated redemption date upon surrender of any such bond so designated, together with all unpaid coupons, if any, belonging thereto, the Railroad Company shall receive the same and shall pay therefor the amount payable thereon as aforesaid.

No bond or coupon surrendered to the Railroad Company upon redemption in accordance with any of the provisions of this Section 3, shall be re-issued, but the same shall cease to draw interest and shall be cancelled.

Payment by the Railroad Company of the sum payable for principal and premium and interest as aforesaid of each coupon bond so called for redemption shall be made to the bearer of such bond upon surrender of such bond and of all unpaid coupons for interest thereon; and such payment of the sum payable for principal and premium and interest of each registered bond so called for redemption shall be made to the registered holder of such bond upon surrender thereof duly endorsed for transfer.

Sec. 4. A copy of the notice of redemption of any bonds pursuant to any provision of this Article, shall be mailed by the Railroad Company to be the registered holder of each registered coupon bond and of each registered bond without coupons, designated for such redemption, addressed to the last post-office address given by such bondholder to the Railroad Company.

If any serial number endorsed upon any registered bond without coupons of a denomination greater than $1,000 shall be designated at any drawing by the Trustee pursuant to any provision of this Article, such registered bond shall be surrendered to the Trustee at or after the date fixed as above provided, and thereupon coupon bonds and registered bonds without coupons, or either, for the untaken balance, if any, of the face amount of the registered bond without coupons so surrendered, shall forthwith upon such surrender be issued by the Railroad Company without charge therefor. The Trustee shall immediately cancel the registered bond when surrendered.

ARTICLE THREE

SECTION 1. Section 1 of Article Two of said First Mortgage, is hereby amended by omitting therefrom the following words:

> " without deduction from either principal or interest for any tax or taxes which the Railroad Company or the Trustee may be required to pay or to retain therefrom, under or by reason of any present or future law of the United States or of any State or County or Municipality therein."

SEC. 2. Section 2 of Article Four of said First Mortgage, is hereby amended so as to provide that upon the application of moneys arising as provided in said Section, the rate of interest to be allowed and paid on overdue installments of interest shall be six per cent. per annum instead of four per cent. per annum, as provided in said Section.

SEC. 3. Section 4 of Article Four of said First Mortgage is hereby amended by striking out therefrom the phrase " with interest at the rate of four per cent. per annum on overdue installments of interest," and inserting in lieu hereof the phrase " with interest at the rate of six per cent. per annum on overdue installments of interest."

SEC. 4 Section 13 of Article Four of said First Mortgage, is hereby amended by striking out therefrom the phrase " with

interest at the rate of four per cent. per annum on the overdue installments of interest" and inserting in lieu thereof the phrase "with interest at the rate of six per cent. per annum on the overdue installments of interest."

SEC. 5. Section 15 of Article Four of said First Mortgage is hereby amended by striking out therefrom the phrase "with interest at the rate of four per cent. per annum upon the overdue principal and installments of interest," and inserting in lieu thereof the phrase "with interest at the rate of six per cent. per annum upon the overdue principal and installments of interest."

ARTICLE FOUR.

It is hereby further covenanted, and the said First Mortgage hereby is amended so as to include covenants, as follows:

In case default shall be made by the Railroad Company in the payment of any sum payable for the Sinking Fund when and as the same shall become due and be payable in accordance with the provisions of this indenture, and such default shall have continued for the period of six months,—then and in any such case, the Trustee and the bondholders respectively shall be vested with each and every of the rights, and may exercise each and every of the powers, and may avail of and enforce each and every of the remedies, in such First Mortgage provided to be vested in, or availed of, or exercised or enforced by them, respectively, in case of default, continuing as provided in said First Mortagge, in the payment of interest on the bonds secured thereby, in the same manner and to the same extent and with the same discretions, powers and immunities, as if such default shall have existed in the payment of interest; and any and all rights and powers by said First Mortgage reserved to the Railroad Company until the occurrence and continuance of default in the payment of interest on said bonds, shall continue only so long as there shall be no default continuing as aforesaid in the payment of any sum payable for the Sinking Fund.

ARTICLE FIVE

Each and every of the provisions of said First Mortgage, as amended as in this indenture set forth, shall be deemed to apply to and to be effective in respect of the bonds and coupons and Trustee's certificate, as respectively amended under this indenture, in the same manner and to the same extent as such provisions were applicable to and effective in respect of the bonds and coupons and Trustee's certificate in the form set forth in said First Mortgage.

ARTICLE SIX

The recitals and statements in this indenture and in said bonds and coupons contained shall be taken as statements by the Railroad Company alone, and shall not be considered as made by or as imposing any obligation or liability upon the Trustee nor shall the Trustee be held responsible for the legality or validity of this indenture or of said bonds or coupons or of any supplemental indenture or of any instrument of further assurance.

In executing this indenture the Trustee makes no covenants or representations respecting the rights of the holders of any of the bonds amended hereunder.

The Trustee shall not be responsible for the recording, registration, filing or refiling of this indenture or of any supplemental indenture or of any instrument of further assurance, as a mortgage of real estate or as a chattel mortgage, or for the renewing of the lien hereof or thereof or for the affixing or cancellation of any revenue stamps, nor shall the Trustee be under any duty to give notice to anybody of this or of any such other indenture or instrument, or of any instrument of assignment or pledge supplementing this indenture, and the Trustee may authenticate and deliver the bonds in accordance with the provisions hereof notwithstanding that this indenture shall not have been recorded or filed.

Any action taken by the Trustee pursuant to this indenture

upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any bond secured by said First Mortgage shall be conclusive and binding upon all future owners of the same bond and of bonds issued in exchange therefor or in place thereof; and the provisions of Article Six of said First Mortgage shall be applicable in respect of this indenture as fully as in respect of said First Mortgage.

Any moneys received by the Trustee under any provision of said First Mortgage or of this indenture may be treated by it, until it is required to pay out the same conformably herewith, as a deposit, without any liability for interest save such as during that time it shall allow to its general depositors or shall agree with the Railroad Company to pay thereon. So long as there shall exist no default enumerated in Section 2 of Article Four of said First Mortgage, or in Article Four of this indenture, all such interest (other than interest on moneys in the Sinking Fund) may be paid from time to time to the Railroad Company or upon its order signed by its President or any Vice-President or Treasurer.

The Trustee may become the owner of bonds and coupons secured hereby with the same rights which it would have if it were not Trustee.

Whenever in said First Mortgage or in this indenture the existence of any situation, matter, conclusion of fact of any character, or the sufficiency or validity of any instrument, paper or proceeding, or of any proof or evidence of any fact, shall be prescribed as a condition of or in any manner with respect to any action or proceeding on the part of the Trustee, or shall be deemed necessary or convenient to be ascertained by the Trustee, a certificate signed by the President or any Vice-President and also by the Chief Engineer or Treasurer or Auditor of the Railroad Company shall, in the discretion of the Trustee, be sufficient evidence of any such fact, situation or conclusion; and for the purposes of said First Mortgage and of this indenture, the fact of the adoption of a resolution by the Board of Directors of the Rail-

road Company or by the Executive Committee of that Board, shall be sufficiently evidenced to the Trustee by the certificate of the Secretary or an Assistant Secretary of the Railroad Company under its corporate seal. Any such certificate shall be complete protection to the Trustee for any act done or suffered on its part upon the faith thereof, except where other evidence is hereinabove specifically prescribed, but the Trustee in its reasonable discretion may require other evidence.

In witness whereof, Erie and Jersey Railroad Company, the party hereto of the first part, has caused this indenture to be signed by its President or one of its Vice-Presidents, and its corporate seal to be hereunto affixed and attested by its Secretary or its Assistant Secretary, and the due execution of these presents to be proved, and Guaranty Trust Company of New York, the party hereto of the second part, has caused this indenture to be signed by one of its Vice-Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, and the due execution of these presents to be proved, all in triplicate, as of the day and year first above written.

Erie and Jersey Railroad Company.

[L.S.] By F. D. Underwood
President.

Attest: David Bosman
Secretary.

Guaranty Trust Company of New York.

[L.S.] By Wm. C. Cox
Vice-President.

Attest: E. C. Hebbard
Secretary.

STATE OF NEW YORK, }
County of New York, } ss.:

On this 11th day of February, in the year one thousand nine hundred and fifteen, before me personally came Frederick D. Underwood, to me known, who, being by me duly sworn, did depose and say that he resides in the City of New York, New York; that he is the President of Erie and Jersey Railroad Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

[SEAL.] H. C. HOOKER

Notary Public New York County No. 1595
New York Register No. 6122
My Commission expires March 30, 1916.

STATE OF NEW YORK, }
County of New York, } ss.: No. 2745

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that H. C. HOOKER whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

Documentary 10c. U. S. Internal Revenue Stamp (Canceled)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County the 11th day of Feb. 1915.

WM. F. SCHNEIDER,
Clerk.

[SEAL.]

STATE OF NEW YORK, }
County of New York, } ss.:

On this 11th day of February, in the year one thousand nine hundred and fifteen, before me personally came Wm. C. Cox to me known, who, being by me duly sworn did depose and say that he resides in Sag Harbor, N. Y. that he is a Vice-President of Guaranty Trust Company of New York, the corporation described in and which executed the above instrument; that he knows the seal said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

[SEAL.]

A. E. BURKE
Notary Public New York County
New York County Clerks No. 364
New York Register No. 6386
My Commission expires March 30, 1916.

STATE OF NEW YORK, }
County of New York, } ss.: No. 2751

Documentary 10c. U. S. Internal Revenue Stamp. (Canceled)

I, WILLIAM F. SCHNEIDER, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that A. E. BURKE whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 11th day of Feb. 1915.

WM. F. SCHNEIDER,
Clerk.

[SEAL.]

ORANGE COUNTY, SS.:

Recorded on the 13th day of February, 1915, at 9:00 A.M., in Liber of Mortgages at page .

JAMES D. MCGIFFORD,
County Clerk.

ROCKLAND COUNTY, SS.:

Recorded on the 13th day of February, 1915, at 11:45 A.M., in Liber 115 of Mortgages at page. .

J. W. SHERWOOD,
County Clerk.

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